

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROTECTION ONE ALARM MONITORING, INC.		05/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86907541	ESUITE	
Serial Number:	86907542	CMS COMPASS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dlaker@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Danielle Goldman Laker		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20156-347		
NAME OF SUBMITTER:	Danielle Goldman Laker		
SIGNATURE:	/Danielle Goldman Laker/		
DATE SIGNED:	05/09/2016		
Total Attachments: 5			
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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IS
SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST
LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AS SET FORTH MORE
FULLY IN SECTION 5.18 THEREOF AND (II) ANY OTHER "INTERCREDITOR
AGREEMENT" AS DEFINED THEREIN

Grant of Security Interest (Second Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN
TRADEMARKS, dated as of May 2, 2016 (this "Agreement"), made by PROTECTION
ONE ALARM MONITORING, INC., a Delaware corporation (the "Pledgor"), in favor
of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as
defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of
July 1, 2015 (as amended, restated, supplemented or otherwise modified from time to
time, the "Collateral Agreement"), among Prime Security Services Borrower, LLC (the
"Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG,
Cayman Islands Branch, as collateral agent (together with its successors and assigns in
such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The
parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement
and not otherwise defined herein have the meanings specified in the Collateral
Agreement. The rules of construction specified in Section 1.01(b) of the Collateral
Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the
payment and performance, as applicable, in full of the Secured Obligations, the Pledgor
pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to
the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured
Parties, a security interest in all of such Pledgor's right, title and interest in, to and under
any and all of the following assets now owned or at any time hereafter acquired by such
Pledgor or in which such Pledgor now has or at any time in the future may acquire any
right, title or interest (collectively, but excluding any Excluded Property, the "IP
Collateral"):

all Trademarks of the United States of America of such Pledgor, including those
listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest
will not cover any "intent-to-use" applications for trademark or service mark registrations
filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an
Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the
Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use"
application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROTECTION ONE ALARM
MONITORING, INC.

By: 

Name: Timothy J. Whall

Title: President and Chief Executive
Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien) -- Protection
One Alarm Monitoring, Inc.]

TRADEMARK
REEL: 005789 FRAME: 0041

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent,

By: 

Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Lingzi Huang
Title: Authorized Signatory

Schedule I

to Notice of Grant of Security Interest (Second Lien) in Trademarks

Trademarks Owned by Protection One Alarm Monitoring, Inc.

<u>Mark</u>	<u>Status</u>	<u>App. / Reg. No.</u>	<u>App. / Reg. Date</u>
ESUITE	Application Filed	86907541	2/15/2016
CMS COMPASS	Application Filed	86907542	2/15/2016